



Kurt E. Floren

*Agricultural Commissioner
Director of Weights and Measures*

COUNTY OF LOS ANGELES

*Department of
Agricultural Commissioner/
Weights and Measures*

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

July 21, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

40 July 21, 2015

PATRICK O'GAWA
ACTING EXECUTIVE OFFICER

**APPROVAL OF PARTICIPATING AGREEMENT
WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE-
FOREST SERVICE
TO PROVIDE INVASIVE WEED MANAGEMENT AND
BIOMASS REMOVAL SERVICES
FIFTH DISTRICT (3 VOTES)**

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) provides environmentally responsible pest management solutions for a variety of public and private agencies. This action by your Board will allow ACWM to provide invasive weed control and biomass removal to restore a disturbed habitat within the Angeles National Forest. There is a 20 percent in-kind cost associated with this program.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Participating Agreement (Agreement), with the United States Forest Service (USFS) for five years at \$972,600 authorizing ACWM to provide invasive weed control and biomass removal services in the Angeles National Forest within the County of Los Angeles. The terms of the Agreement shall be for the period from approval of the Agreement through May 1, 2020.
2. Authorize the Commissioner/Director to sign amendments extending the term of the Agreement and increasing the Agreement amount, not to exceed 10 percent of the original Agreement amount, at no County cost, to cover unanticipated work requests from the USFS.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

USFS has requested that ACWM provide invasive weed control and biomass removal services in the area impacted by the Copper Fire that occurred in 2001 within the County of Los Angeles.

Approval of this project will facilitate restoration of natural habitat in the Santa Clarita Valley, which has been compromised by non-native invasive weeds. Removal of the fire adapted invasive plants will also reduce the likelihood of wildland fires in the future. The in-kind services that are a part of this project will allow for better assessment of the state of invasive plant species in high hazard areas, provide needed habitat improvement from additional invasive plant removal, and provide quality training experiences for USFS personnel resulting in improved the safety and efficiency of the habitat stewardship they provide.

Since the early 1980s, your Board has approved agreements like this with other public agencies for similar services.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of:

- Goal No. 1 (Operational Effectiveness/Fiscal Sustainability): This Agreement will allow ACWM to cooperate in maintaining, protecting, and restoring a critical habitat and watershed.
- Goal No. 2 (Community Support and Responsiveness): A healthy, restored ecosystem that is free from invasive, fire adapted plants will benefit the residents in virtually every city and local community in Los Angeles County as well as the people who work in or visit the County.
- Goal No. 3 (Integrated Services Delivery): This Agreement, entered into by USFS and ACWM, is an excellent example of inter-governmental cooperation and integration of resources to deliver services which benefit the residents and visitors to Los Angeles County.

FISCAL IMPACT/FINANCING

The USFS will reimburse ACWM \$972,600 for invasive weed control and biomass removal services performed by ACWM on USFS property within the County of Los Angeles. This Agreement is 80 percent offset by revenue from USFS, and a 20 percent in-kind contribution is required. Agreements of this nature require an in-kind contribution from the service provider. To fulfill the in-kind obligation, ACWM will perform training for USFS personnel on pesticide safety, conduct invasive weed surveys in high risk areas of the Forest and perform direct suppression efforts against a number of invasive weed species. All of the in-kind services proposed are well within ACWM's capabilities and mission.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is within the scope of the mission of ACWM to help prevent the establishment of harmful and invasive weeds, reduce the spread of existing pests and help restore degraded ecosystems. The terms of the Participating Agreement shall be for the period from approval of the Agreement through May 1, 2020. The Participating Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

ACWM has sufficient staff and equipment to perform the services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt E. Floren', with a long horizontal flourish extending to the right.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights
and Measures

KEF:RKI:RBS;jh

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

FS Agreement No. 15-PA-11050100-008
Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
LOS ANGELES COUNTY AGRICULTURAL COMMISSIONER/WEIGHTS AND
MEASURES
And The
USDA, FOREST SERVICE
ANGELES NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between the LOS ANGELES COUNTY AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Angeles National Forest (ANF), hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub.L. 105-277, Div. A., Section 101 (e), as amended by Pub.L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001.

The Cooperator has had a long history of conservation since 1881. Historically they were started for agricultural purposes but current projects are varied and include all aspects of conservation such as non-native plant removal. This agreement provides an opportunity for the Angeles National Forest and the Los Angeles County Agricultural Commissioner/Weights and Measures office to work collaboratively and facilitating numerous projects forest wide.

Title: Los Angeles County Agricultural Commissioner/Weights and Measures Invasive Species Removal Partnership

I. PURPOSE:

This agreement is to facilitate cooperation between parties in specific restoration, enhancement, or protection efforts, which are described in Attachment 1, the Project Work Plan. The parties have a common interest in improving and protecting the current conditions of the Angeles National Forest Watersheds. This Agreement provides for the interchange of services, equipment, and funds as specifically outlined below to meet the mutually agreed upon objectives of the project. This agreement establishes a formal arrangement between the parties to assist the U.S. Forest Service in implementing natural resources management projects and restoration efforts. These efforts will help protect, restore and enhance native and rare plant, fish/wildlife habitat and cultural resources within watersheds on Forest Service and/or public and private lands.

All activities will be conducted in accordance with the following provisions and the hereby incorporated Operating Plan.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Land management agencies and local governments have a special responsibility to sustain diverse healthy and productive ecosystems while meeting the needs of the public. Public land use is increasing on the Angeles National Forest, challenging the Forest's management of natural and cultural resources. In order to meet these challenges, resource managers must work in collaboration with conservation organizations and local governments in order to manage public lands in a sustainable fashion.

The Forest Service will benefit from this agreement by working with the Cooperators' skilled personnel to help restore land currently infested with invasive species. In addition the Forest will save on labor and facility costs while gaining stronger working relations with local partners. The Cooperator has a long history of conservation work through working with agricultural and natural areas. They have been doing noxious, invasive weeds species removal since its inception in 1881. The first contract for invasive plant removal was for Alligator Weed in the 1950s. The Cooperator currently removes invasive plant species in LA and Ventura Counties with crews that are highly specialized.

Together we will be able to meet a mutual objective, to sustain the health, diversity, and productivity of the Nation's Forest's and other public lands in order to meet the needs of present and future generations.

In consideration of the above premises, the parties agree as follows:

III. Los Angeles County Agricultural Commissioner/Weights and Measures SHALL:

- A. LEGAL AUTHORITY. Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Work cooperatively with the US Forest Service to remove invasive species using the Best Management Practices, policies, direction and Los Angeles County staff expertise.
- C. Follow guidelines outlined in the Work Plan attached to this agreement.
- D. Shall contribute in-kind funds for initial planning, development and coordination of this partnership project in accordance to the hereby incorporated Financial Plan, attached as Exhibit A. Future funding contributions will be done through a modification, amendment or supplemental agreement.



- E. Expend contributions made by the US Forest Service only after written receipt of approval from the US Forest Service indicating that such expenditures are consistent with the terms of this Agreement.
- F. Perform in accordance with the Financial Plan, attached to this agreement.
- G. Cooperator will keep appropriate financial books, records and accounts pertaining to this Agreement. (Track In-Kind Contributions -% of In-Kind Contribution - Time)
- H. Cooperator will allow authorized officials or agents of the US Forest Service, or any Federal agency authorized to do so, to examine such financial books, records and accounts of Cooperator at any time during the viability of this Agreement. Such records shall be kept available for 5 years after termination of this Agreement.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$972,600. as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of cooperator's invoice. Each invoice from cooperator shall display the total project costs for the billing period, separated by U.S. Forest Service and cooperator's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period
6. Statement that the invoice is a request for payment by 'reimbursement'
7. If using SF-270, a signature is required.
8. Invoice Number, if applicable

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements



101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Janet Nickerman, Forest Resource Officer, Angeles National Forest, Supervisor's Office, 701 N. Santa Ave. Arcadia, CA 91006.

- B. ADVANCE PAYMENT. The U.S. Forest Service shall make advance payment upon receipt of an invoice from cooperator. The invoice must be submitted no more than monthly and the total must not exceed the U.S. Forest Service's share of anticipated expenses as identified on the financial plan. The first invoice may request an advance based on an estimated cost not to exceed 30 days expenditures. Each subsequent invoice must display any additional advance funding for a 30 day period, if needed, as well as the total project costs to date of the invoice, separated by U.S. Forest Service and cooperator's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs. If cooperator receive(s) an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, must be returned to the U.S. Forest Service upon expiration of this agreement. The final invoice from cooperator must be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period
6. Statement that the invoice is a request for payment by 'advance'
7. If using SF-270, a signature is required.
8. Invoice Number, if applicable

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Janet Nickerman, Forest Botanist, Angeles National Forest, Supervisor's Office, 701 N. Santa Anita Ave., Arcadia, CA 91006.



- C. Work cooperatively with Cooperator to provide technical expertise, guidance, and direction in project planning, coordination, and evaluation of seed collection, propagation, seed processing and storage, plant cuttings, and any other project activities.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

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- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Jim Hartman 12300 Lower Azusa Arcadia, CA 91006 Telephone: 626-575-5462 Email: jhartman@acwm.lacounty.gov	Sharon Butterworth 12300 Lower Azusa Arcadia, CA 91006 Telephone: 626-575-5482 Email: sbutterworth@acwm.lacounty.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Janet Nickerman 701 N. Santa Anita Ave. Arcadia, CA 91006 Telephone: 626-353-8439 FAX: 626-574-5363 Email: jnickerman@fs.fed.us	Karen McWilliams 701 N. Santa Anita Ave. Arcadia, CA 91006 Telephone: 626-574-5246 FAX: 626574-5363 Email: ktmcwilliams@fs.fed.us

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To cooperator, at cooperator's address shown in the agreement or such other address designated within the agreement.



Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of cooperator's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for cooperator to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. Cooperator agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as cooperator hereby willingly agree(s) to assume these responsibilities.
- Further, cooperator shall provide any necessary training to cooperator's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C.



20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

- I. **ELIGIBLE WORKERS.** Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

J. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Cooperator shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. Cooperator shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

5. Advance Payments

When applicable, cooperator shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement. Any advance requested by cooperator must be expended within 30 days of receipt.



K. OVERPAYMENT. Any funds paid to cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by cooperator to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

L. AGREEMENT CLOSEOUT. Cooperator shall close out the agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by cooperator.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

M. PROGRAM PERFORMANCE REPORTS. Cooperator shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.



Cooperator shall submit quarterly performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with cooperator's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- N. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

Cooperator shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- O. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- P. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Q. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.



Cooperator may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperator is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- R. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is available for reimbursement of cooperator's purchase of equipment and supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- S. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- T. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following established cooperator's procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500

- U. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.



- W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If cooperator materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by cooperator or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current agreement for cooperator's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.
- Y. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.



2. By 30 days written notification by cooperator to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, cooperator shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to cooperator for the United States Federal share of the non-cancelable obligations properly incurred by cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- Z. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- AA. DEBARMENT AND SUSPENSION. Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- BB. COPYRIGHTING. Cooperator is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell the document as a profit making venture.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.



The authority and format of this agreement have been reviewed and approved for signature.

KELLIE L. HAMILTON
GRANTS MANAGEMENT SPECIALIST

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.